

Browning Public Schools  
**Board Agenda Request**  
Meeting to Be Held: 2/15/23



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**Recognition:**    Students                       Staff                       Parents  
**Information:**    Building Report                       Old Business                       Superintendent's Report  
**Action:**    Resignation                       Hiring                       Contract Service Agreements  
                     Travel Out-of-State                       Travel In State                       Approvals  
                     Termination                       Legal Matters                       Other:  
This action request pertains to  Elementary (only)                       High School/District Wide

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**Date:** 2/08/2023

**To:** School board Members

**From:** Corrina Guardipee-Hall ED.S.  
**Title:** Superintendent

**Subject:** MOU With Browning Federation of Teachers (BFT) to Remove Non-Member Wording

**Description:** This MOU is to delete the wording that references nonmembers and their associated fees found in Article XIII: Dues Deduction

**Financial Impact:** N/A

**Funding Source (Budget/grant, etc.):** N/A

**Attachment(s):** MOU

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**    N/A (Info)     Approved     Denied     Tabled to: \_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

Between The  
Browning Federation of Teachers  
&  
Browning Public Schools

The Browning Federation of Teachers, herein referred to as the Union, and the Browning School District, herein referred to as the District agree to the following amendment to delete reference to nonmembers and their associated fees found in Article XIII: Dues Deduction.

The collective bargaining agreement Article XIII:

## I. DUES DEDUCTIONS

- A. The Board shall deduct from the salaries of certified staff all dues for membership in the Browning Federation of Teachers and the Montana Federation of Public Employees. Authorization to make deductions shall be given through forms provided to each certified staff member.
- B. Fees.
  - 1. Browning Federation of Teachers (BFT) as the exclusive representative of all licensed staff as described in Section IV of said Contract shall represent all such persons fairly, whether or not they are members.
  - 2. No member shall be required to join said Federation, but membership shall be available to all licensed staff.
  - 3. BFT will certify the amount of the dues and a list of members to the School District by October 1. Authorization will be kept in the payroll file. The School District shall collect the dues from the members and transmit the monies to the Federation.

Hold Harmless Clause: BFT agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this agreement for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Exclusive Representative.

Dated this 17<sup>th</sup> day of Feb., 2023.

BROWNING PUBLIC SCHOOLS  
AUTHORIZED REPRESENTATIVE

By \_\_\_\_\_

Title \_\_\_\_\_

BROWNING FEDERATION OF TEACHERS  
AUTHORIZED REPRESENTATIVE

By JOBerman

Title BFT Union President